

**Editor's note: Appealed -- reversed and remanded, sub nom. ANR Production Co. v. Watt, Civ.No. C83-375-K (D.Wyo. Jan. 11, 1984); dismissed (for lack of prosecution), No.84-1325 (10th Cir. July 2, 1984); reversed on remand from District Court -- See ANR Production Co., 82 IBLA 228 (Aug. 23, 1984)**

LIBERTY PETROLEUM CORP.

IBLA 83-104; 83-113

Decided June 15, 1983

Appeals from decisions of the Wyoming State Office, Bureau of Land Management, denying protests against issuance of simultaneous oil and gas leases W 82183 and W 82322.

83-104 reversed and remanded; 83-113 affirmed as modified.

1. Oil and Gas Leases: Applications: Drawings -- Oil and Gas Leases: Applications: Filing

Where an oil and gas lease applicant includes the name of the applicant and refers to a qualifications file which reveals the name of the signatory and the relationship between the signatory and the applicant, the applicant has complied with the requirements of 43 CFR 3112.2-1(b).

APPEARANCES: Gregor Klurfeld, President, Liberty Petroleum Corporation; Don M. Fedric, Esq., Roswell, New Mexico, for Leonard Minerals Company.

OPINION BY ADMINISTRATIVE JUDGE IRWIN

This case involves two separate appeals by Liberty Petroleum Corporation (Liberty), discussed seriatim below.

Liberty's first appeal concerns the October 15, 1982, decision of the Wyoming State Office, Bureau of Land Management (BLM), dismissing its protest against the issuance of oil and gas lease W-82183 to the first-drawn applicant. Liberty was the second-drawn applicant for parcel WY 484 in the July 1982 simultaneous oil and gas lease drawing. Leonard Minerals Company (Leonard) was drawn with first priority.

Liberty protested to BLM that the first-drawn application should be rejected because the signature on the application was illegible and because

the relationship of the signatory to the applicant was not revealed, in violation of 43 CFR 3112.2-1(b). In dismissing Liberty's protest, BLM stated:

The signature on the application card in question is Obie P. Leonard, and we do not consider the signature to be illegible. Regulation 43 CFR 3112.2-1(b) states, in part: ". . . Applications signed by anyone other than the applicant shall be rendered in a manner to reveal the name of the applicant, the name of the signatory and their relationship . . .", however, we believe this application was signed by the applicant, as Mr. Leonard is General Partner for Leonard Minerals Company, a partnership. The application does not provide for the signor's title. The lease agreement (offer) does have space provided for this purpose.

On appeal appellant argues:

We respectfully submit that this decision of the State Office is erroneous. LMC [Leonard] has not signed the application. The name of the signatory is illegible. Because someone at the State Office is aware that Obie P. Leonard is General Partner of LMC or knows the signature of Obie P. Leonard should not give LMC the right to obtain a lease by filing an incomplete application.

Leonard responds that 43 CFR 3112.2-1(b) allows entities to sign through authorized parties. Leonard notes that, although references to qualifications files are no longer required, 1/ its application referred to its qualifications serial No. NM 43000 which documents the authority of partner, Obie P. Leonard, to sign for the partnership. Leonard states that because there was no agent involved in the preparation of this offer, no identification problem was created.

Appellant is correct that an applicant's success should not depend on whether a BLM employee recognizes the signature on the application. 43 CFR 3112.2-1(b) provides:

The application shall be holographically (manually) signed in ink by the applicant or holographically (manually) signed in ink by anyone authorized to sign on behalf of the applicant. Applications signed by anyone other than the applicant shall be rendered in a manner to reveal the name of the applicant, the name of the signatory and their relationship.

43 CFR 3102.4 reads similarly. In this appeal the signature is at best difficult to read, and no identification is provided for it.

The Board has affirmed the rejection of oil and gas lease offers where an offeror's signature was so illegible that his identity could not

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1/ See 43 CFR 3102.5 (1982).

be discerned. Ernest Carter, 12 IBLA 181 (1973); William D. Sexton, 9 IBLA 316 (1973); Helen S. Bailey, 8 IBLA 145 (1972); R. C. Bailey, 7 IBLA 266 (1972), all aff'd sub nom. Burglin v. Morton, 527 F.2d 486 (9th Cir.), cert. denied, 425 U.S. 973 (1976). Initials alone have been held insufficient to identify a corporate employee who intended the initials to serve as her signature. Charles Goodrich, 60 IBLA 25 (1981). The district court affirmed the rejection of the Goodrich application, given the "unnecessary administrative difficulties" which could result when a signatory is difficult to identify. Goodrich v. Watt, Civ. No. 82-0405 (D.D.C. Aug. 13, 1982). And we have stated in Liberty Petroleum Corp., 68 IBLA 387 (1982):

[A] signature that appears legible to one BLM adjudicator may not appear so to another. Were each empowered to adjudicate offers according to his or her own standards of legibility, the success of an applicant could depend on which adjudicator considers the application. Such a subjective basis for adjudicating applications is clearly inconsistent with a fair leasing system.

68 IBLA at 388.

[1] The issue in these appeals is whether the application was "rendered in a manner to reveal the name of the applicant, the name of the signatory, and their relationship." In the first appeal the name of the applicant is clear from the face of the application, but the name of the signatory and the relationship are not. If there were no reference on the application to Leonard's qualifications file, the application would be "rendered" improperly. We have held, however, that where BLM may determine the relationship by referring to the qualifications file, the requirements of the regulation are satisfied. Hercules (A Partnership), 67 IBLA 151 (1982), appeal filed sub nom. Groom v. Watt, Civ. No. 82-2179 (D. Colo. Dec. 17, 1982); Liberty Petroleum Corp., 68 IBLA 387 (1982). In this case BLM evidently referred to the qualifications file, saw that Obie P. Leonard was a general partner, and was able (as we are) to associate the signature with that name. Under these circumstances the applicant complied with 43 CFR 3112.2-1(b). 2/ We emphasize, however, that merely because the application does not provide for the signer's title does not, as the BLM decision implied, excuse the applicant from rendering the application in a manner that will reveal the name of the signatory and the relationship between the signatory and the applicant. In this case had there been no qualifications file by which to determine the relationship, or, even had there been but the signature had been utterly illegible, 3/ the application would have been defective. 4/

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2/ It is not necessary for a signatory to sign the applicant's name holographically. Henry A. Alker, 62 IBLA 211 (1982).

3/ Liberty Petroleum Corp., *supra* at 388.

4/ See also Charles R. Tickel, 73 IBLA 360 (1983). Appellant argues that our decision in E. J. Haugen, 47 IBLA 109 (1980), also requires strict compliance with requirements for completing an application and means that "it is not proper to clearly print in the name and address of a company and then sign the application with an individual signature, whether legible or illegible, that does not disclose the relationship of the individual to the company." Our discussion above responds to this argument.

Liberty's second appeal concerns BLM's October 15, 1982, dismissal of its protest against the issuance of lease W 82322 to ANR Production Company (ANR) for parcel WY-623, and involves virtually the same arguments concerning virtually the same BLM decision as are recited above. ANR's application, unlike Leonard's, does not include the qualifications serial number in the box provided. Thus, even though the signature is more legible, revealing the name of the signatory, the application is not rendered in a manner that reveals the relationship between the signatory and the applicant because no identification is provided for the signature and no qualifications file is referred to. ANR has therefore not complied with 43 CFR 3112.2-1(b) and BLM's decision dismissing Liberty's protest was in error.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision of the Wyoming State Office concerning lease W 82183 is affirmed as modified; the decision concerning lease W 82322 is reversed and remanded.

Will A. Irwin  
Administrative Judge

We concur:

James L. Burski  
Administrative Judge

Anne Poindexter Lewis  
Administrative Judge

